

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** FIRE

**AGENDA DATE:** 3/23/10

**CONTACT PERSON NAME AND PHONE NUMBER:** OTTO DROZD III, 771-1000

**DISTRICT(S) AFFECTED:**

**SUBJECT:**

That the City Manager be authorized to sign an Automatic Aid Agreement between the City of El Paso and the Fort Bliss Fire & Emergency Services allowing the El Paso Fire Department to respond to emergencies at the National Guard Reserve Center, 11701 Montana Avenue, Ft. Bliss, Texas and allowing the Fort Bliss Fire & Emergency Services to respond to emergencies at Spur 601 and portions of Loop 375 between Spur 601 and Sergeant Majors Boulevard

**BACKGROUND / DISCUSSION:**

The attach agreement will provide each governmental entity with the ability to automatically respond into the other jurisdiction with resources that are better positioned to provide emergency assistance. The areas of El Paso outlined in the agreement are closer in proximity to Fort Bliss emergency response units and will provide the residents of El Paso with a more timely response to their needs. Likewise the outlined area of Fort Bliss is closer to El Paso Fire Departments units and will provide for a more timely response.

**PRIOR COUNCIL ACTION:**

Has the Council previously considered this item or a closely related one?

Yes, the City of El Paso and Fort Bliss have an existing Mutual Aid Agreement that allows for assistance into each entities jurisdiction upon request.

**AMOUNT AND SOURCE OF FUNDING:**

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

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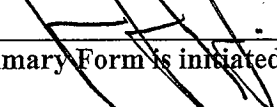
**BOARD / COMMISSION ACTION:**

Enter appropriate comments or N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

  
\_\_\_\_\_  
Otto Drozd III, Fire Chief  
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

*Information copy to appropriate Deputy City Manager*

## RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign an Automatic Aid Agreement between the City of El Paso and the Fort Bliss Fire & Emergency Services allowing the El Paso Fire Department to respond to emergencies at the National Guard Reserve Center, 11701 Montana Avenue, Ft. Bliss, Texas and allowing the Fort Bliss Fire & Emergency Services to respond to emergencies at Spur 601 and portions of Loop 375 between Spur 601 and Sergeant Majors Boulevard.

ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2010.


CITY OF EL PASO

\_\_\_\_\_  
John F. Cook  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Josette Flores  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Fire Chief Otto Drozd III  
El Paso Fire Department

**Automatic Aid Agreement  
for  
Fire, Medical, Hazardous Material, CBRNE, and Medical Emergencies  
between the  
City of El Paso, Texas  
and  
Fort Bliss Fire & Emergency Services**

This AGREEMENT, is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2010, by and between the City of El Paso hereinafter referred to as "City", and the Fort Bliss Fire & Emergency Services, hereinafter referred to as FBFES. The parties are sometimes hereinafter referred to singularly as "Party" or collectively as "Parties".

**WITNESSETH:**

WHEREAS, each of the parties hereto maintains equipment and personnel for the suppression of fires, the provision of emergency medical care, the stabilization and containment of other emergencies within its own jurisdictions and area, and

WHEREAS, the parties hereto desire to augment the fire protection, emergency medical, hazardous material, CBRNE (Chemical, Biological, Radiological, Nuclear, and Explosive) and mass casualty response capability available in their various establishments, districts, agencies, and municipalities in the events of large fires or conflagrations, and/or chemical spills releases or leaks, or other emergencies, and

WHEREAS, the US Government has acquired proprietary interest in real estate more particularly described as the National Guard Reserve Center, 11701 Montana Ave, in the City limits of El Paso, Texas, and

WHEREAS, this National Guard Reserve Center requires adequate fire fighting protection that could be timely provided by the City, through its Fire Department (EPFD), and

WHEREAS, the City has acquired proprietary interest in real estate more particular described as Spur 601 and Loop 375, in the City limits of El Paso, Texas, and

WHEREAS, Spur 601 and Loop 375 requires adequate fire fighting protection, a portion of which could be timely provided by the FBFES, and

WHEREAS, the lands or districts of the parties hereto are adjacent or contiguous so that mutual assistance in a fire or other emergency is deemed feasible, and

WHEREAS, it is mutually deemed sound, desirable, practical and beneficial for the parties in this Agreement to render assistance to one another in accordance with the terms.

THEREFORE, in consideration of their mutual covenants, the parties agree as follows:

## **I. AUTOMATIC AID BY THE PARTIES**

Upon receiving a call within the indicated areas covered by this Agreement, the party receiving said call shall transfer the call to the other party's dispatch center and the automatic aid response is initiated. Under terms of this Agreement, an "Automatic Aid Response" means first response to an alarm within a specified area. The responding party will dispatch and provide firefighting equipment and personnel pursuant to the same policies and practices and in the same manner as the responding party would provide services within the responding party's own jurisdiction to any point within the firefighting jurisdiction of the other party to successfully establish incident command and initial emergency control or attack procedures. If provisions of this Agreement become impossible or impractical because of previous commitment(s), equipment, personnel shortages, or any other reason, each party agrees to provide timely notice to the other party of the inability to respond.

1.1 Upon notification by the initiating dispatch, the parties shall provide an Automatic Aid Response to the following emergencies:

Fire, hazardous materials emergencies, motor vehicles accidents with injuries, mass casualty emergencies, and CBRNE incidents.

1.1.1 EPFD will respond to the National Guard Reserve Center, 11701 Montana Avenue, Ft. Bliss, Texas

1.1.2 FBFES will respond to Spur 601 and portions of Loop 375 between Spur 601 and Sergeant Majors Boulevard.

### **1.2 Emergency Medical Responses**

1.2.1 EPFD will respond with one engine or ladder company to the National Guard Reserve Center. In addition, Ambulance service will be provided by EPFD.

1.2.2 FBFES will respond with one engine or ladder company to Spur 601 and portions of Loop 375 between Spur 601 and Sergeant Majors Boulevard. In addition, ambulance service will be provided by EPFD.

## II. TERMS AND CONDITIONS OF RESPONSE

A. Upon receiving the transferred dispatch call initiating an Automatic Aid Response for fire fighting, medical, airport rescue and fire fighting (ARFF), hazardous materials, and CBRNE response assistance under the terms of this Agreement, the senior officers on duty of the fire department receiving the dispatch for an Automatic Aid Response shall take the following actions:

1. Immediately determine if apparatus and personnel can be spared in response to the call.
2. Determine what apparatus and personnel can be most effectively dispatched.
3. Determine the mission to be assigned in accordance with the detailed plans and procedures of operation drawn in accordance with this Agreement by the technical heads of the fire department involved.
4. Dispatch such apparatus and personnel as, in the judgment of the senior officer receiving the call, should be sent, with complete instructions as to the mission, in accordance with this Agreement.
5. A responding party will be released by the requesting organization when the services of the responding party are no longer required or when the responding party is needed within its own firefighting jurisdiction.

B. Under terms of this Agreement the number of personnel and equipment to be provided will be contingent on the type and scope of the emergency as well as the responding party's requirement at the time of dispatch initiating an Automatic Aid Response. The rendering of an Automatic Aid Response under the terms of this Agreement shall not be mandatory, but the party responsible for providing the aid shall immediately inform the party requesting service that assistance cannot be provided.

C. To ensure communications during emergency operations between fire departments belonging to a party to this Agreement, FBFES vehicles will be authorized to use City of El Paso radio frequencies for communications during the Automatic Aid Response. The City of El Paso retains the right to deny use of the frequencies by FBFES with 60 days notice.

D. Each party waives all claims against the other party for compensation for any loss, damage, injury, or death as a consequence of the performance of this Agreement except those claims authorized by subparagraphs 1 and 2.

1. Materials used in the support of hazardous materials emergency responses shall be replaced in kind by the requesting agency.

2. Direct expenses and losses, which are fire fighting costs over and above normal operating costs incurred while fighting a fire on property, which property is under the

jurisdiction of the United States, may be reimbursed in accordance with the Federal Fire Prevention and Control Act of 1974 (Public Law No. 93-498, 15 U.S.C. 2210 et. seq.) and its implementing regulation (44 C.F.R. 151).

3. In connection with this Agreement, any service performed by FBFES or EPFD personnel shall constitute service rendered in the line of duty.

4. The performance of such service by personnel other than those employed by the United States Army shall not constitute such individual as an officer or employee of the United States.

E. The responding organization shall report to the official in charge of the requesting organization (if present) and shall be subject to the orders of the official. Each official is responsible for the conduct of his or her subordinates during the duration of the emergency and for ensuring that his or her personnel are properly equipped with all required personal protective equipment.

F. Staff and Line Officers shall be trained in the National Incident Management System and shall be utilized to staff the incident command post for either agency.

G. This Agreement shall become effective upon the last date signed by either party and shall remain in full force and effect until cancelled by mutual Agreement of the parties hereto or by written notice by one party to the other party, giving ten (10) days notice of said cancellation. This agreement will be reviewed and updated biennially (every other year).

H. This Agreement is supportive of the existing mutual aid Agreement between the City of El Paso, Texas and the US Army Garrison, Fort Bliss, Texas.

### III. NOTICE

A. All notices, demands and requests, including invoices which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when: (i) personally delivered to the intended recipient; (ii) three (3) days after being sent by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) delivered in person to the address set forth below for the party to whom the notice was given; (iv) deposited into the custody of a recognized overnight delivery service such as Federal Express Corporation, addressed to such party at the address specified below; or (v) sent by facsimile, telegram or telex, provided that receipt for such facsimile, telegram or telex is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. For purposes of this section, the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is changed):

**CITY OF EL PASO**

Attention: City Manager  
2 Civic Center Plaza  
El Paso, Texas 79901

**COPY TO:**

Attention: City of El Paso Fire Department, Fire Chief  
8600 Montana  
El Paso, Texas 79925

**FT. BLISS FIRE AND EMERGENCY SERVICES**

Attention:  
Ft. Bliss Fire and Emergency Services  
Fire Chief  
11211 Wright St.  
Ft. Bliss, Texas 79916

**IV. MISCELLANEOUS PROVISIONS**

A. **No Third Party Beneficiaries.** No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

B. **No Other Relationship.** No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between any of the parties.

C. **Current Revenues.** Pursuant to Section 791.011(d)(3) of the Texas Government Code, the City shall perform services and furnish aid pursuant to this Agreement with funds available from current revenues of the party. No party shall have any liability for the failure to expend funds to provide aid hereunder.

D. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the parties.

E. **Approval.** This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

F. **Assignment.** Except as otherwise provided in this Agreement, a party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other party.

G. **Non-Waiver.** A party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

H. **Paragraph Headings.** The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.

I. **Severability.** The parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

J. **Counterparts.** This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

*(Signatures follow on next page)*



**FOR THE SECRETARY OF THE ARMY**

**CITY OF EL PASO**

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Edward P. Manning  
Colonel, US Army  
Garrison Commander

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Joyce A. Wilson  
City Manager


**APPROVED AS TO CONTENT:**

**APPROVED AS TO CONTENT:**

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Charles J. Butler, Fire Chief  
Fort Bliss Fire & Emergency Services

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Otto Drozd III, Fire Chief  
El Paso Fire Department


**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

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Mary Dryer, Reviewing Attorney  
Office of the Staff Judge Advocate

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Josette Flores  
Assistant City Attorney

**DATE SIGNED:**